



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

The court in the principal case disapproves of this case as going too far, and the trend of *Wells v. Thompson*, 13 Ala. 793, is also contrary. Where a white man lives upon an Indian reservation and takes an Indian woman and later abandons her, the proceeding has been upheld as marriage and divorce in several cases. *Johnson v. Johnson*, 30 Mo. 72; *Boyer v. Dively*, 58 Mo. 510; *La Riviere v. La Riviere*, 77 Mo. 512. Such a marriage without a later divorce was recognized in *Bank v. Sharpe*, 12 Tex. Civ. App. 223, and *Morgan v. McGhee*, 5 Humph. (Tenn.) 13. In *Re Wilbur's Estate*, 8 Wash. 35, was attempted to be distinguished from these cases on the ground that a prohibitory state statute applied within the reservation. If both parties are Indians and move out of the reservation into a state proper and then attempt to dissolve the marriage relation by abandonment, the divorce will not be upheld. *Connolly v. Woolrich*, 11 Lower Can. Jur. 197. If they remain after land has been allotted and state statutes have been applied a divorce according to Indian custom will not be recognized. *Moore v. Nah-con-be*, 72 Kan. 169. Contra *Kalyton v. Kalyton*, 45 Ore. 116.

HUSBAND AND WIFE—CONTRACT FOR SERVICES RENDERED HUSBAND.—The husband had hired the plaintiff, his wife, to assist him in his work as a detective agreeing to pay her what her services were reasonably worth. The statute provided that a married woman might contract with reference to her property in the same manner and to the same extent as a married man and that she should be entitled to her earnings. She sued to recover from her husband's estate the value of her services to him. Held, that a married woman under an express contract with her husband may recover for extra or unusual services rendered him. In *Re Cormick's Estate*, (Neb. 1916) 160 N. W. 989.

The authorities are in considerable conflict upon the point raised in the instant case. Under most Married Women's Statutes the wife is entitled to her earnings in her separate business or when she is in the employ of a third person. *Carse v. Reticker*, 95 Ia. 25; *Peterson v. Mulford*, 36 N. J. L. 481. All the authorities agree to the invalidity of a contract by a married woman to render services about the household, which she is duty bound to do. *Michigan Trust Co. v. Chapin*, 106 Mich. 384, 58 Am. St. Rep. 490 and note. But if the wife has good cause for divorce and, in consideration of money to be paid her for continuing her household duties, drops a divorce suit, the contract will be enforced. *Phillips v. Meyers*, 82 Ill. 67. The New York decisions are contrary to the principal case. In *Blaechinska v. Mission and Home*, 130 N. Y. 497, the plaintiff, a married woman, was employed as a seamstress by her husband. She was injured through the negligence of the defendant and sued for the value of her services, which she could no longer perform. The New York Statute then provided that a married woman should be entitled to her earnings, but the court held she could not recover. In *Coleman v. Burr*, 93 N. Y. 17, the wife agreed with her husband to care for his mother for \$5 a week, and did so for eight years. The husband conveyed to her a tract of land in payment, and the deed was set aside as a fraud upon creditors. See also *Matter of Callister*, 153 N. Y. 294. Even

under the latest New York Statute, which provides that a married woman may make all contracts in regard to her property which an unmarried woman may make, and with any person, including her husband, the court held that she could not contract with him for her services even in an extraordinary or unusual employment. *In Re Kaufmann*, 104 Fed. 768. In New Jersey the statute provided that a married woman might bind herself by contract with any person in the same manner as if she were unmarried; it was held not to apply to a contract to act as saleswoman of a partnership of which her husband was a member. *Turner v. Davenport*, 61 N. J. Eq. 18. Contra *Powers v. Fletcher*, 84 Ind. 154. The Indian statute provides that all the legal disabilities of a married woman are abolished except as otherwise provided; the court said that as it was not expressly provided that she might not contract with her husband to serve him, she might do so. *Roche v. Union Trust Co.*, 52 N. E. 612 (Ind.) holds that a woman who clerked in a store for her husband under an express agreement might recover from the trustee for the benefit of creditors. The case of *Nuding & Schlouch v. Ulrich*, 169 Pa. St. 289, holds that the wife might recover compensation under an express agreement to cook in her husband's restaurant. The statute in that case is similar to those in New York and New Jersey.

**INJUNCTION—RIGHT OF A MEMBER OF TRADE UNION TO ENJOIN A WRONGFUL EXPULSION.**—Plaintiff, a member of the defendant union, was fined for an offense against the union; the fine was not, however, imposed in the manner required by the constitution of the union. Plaintiff was suspended for non-payment of the fine, whereupon he appealed to the judicial board of the union, which informed him that according to the constitution he must pay his fine before the appeal would be heard; he brings an action for an injunction to prevent defendant union and its officers from refusing to treat him as a member and from refusing to accord to him the benefits incident to membership. Held, the injunction should be granted. *Holmes, et al. v. Brown* (Ga. 1917) 91 S. E. 408.

In this case equity grants an injunction to protect a property right, i. e., the plaintiff's interest in the beneficiary and mortuary funds of the association. While equity will not usually prevent the expulsion of a person from a purely social association, (*Wellenvoss v. Grand Lodge*, 103 Ky. 415, 45 S. W. 360; *O'Brien v. Musical M. P. & B. Union*, 64 N. J. Eq. 525, 54 Atl. 150), it will prevent an expulsion when the complainant would be deprived of a property right thereby. *Mesisco v. Giuliano*, 190 Mass. 352, 76 N. E. 907, *Evans v. Philadelphia Club*, 50 Pa. St. 107. But it is well settled that the plaintiff must first exhaust his remedy within the association. *Engel v. Walsh*, 258 Ill. 98, 101 N. E. 222; *Oliver v. Hopkins*, 144 Mass. 175, 10 N. E. 776; *Harris v. Detroit Typographical Union*, 144 Mich. 422, 108 N. W. 362. Some cases hold that a person is bound by the constitution regardless of the justice of the same, on the theory that the constitution and rules of an association constitute a contract between the members, and while the provision might be invalid as a by-law passed without his assent, he is bound because he has agreed to it. *Levy v. Magnolia Lodge*, 110 Cal. 297, 42 Pac.